



Revision number: 2

Purchasing Agent: DEBBIE GUNDERSEN
(801) 538-3150**Item: DATA COMMUNICATIONS SERVICES (IAD AND LEASED LINE SERVICES)**Vendor: 95513A Electric Lightwave, Inc
3 Triad Center, Suite 160
Salt Lake City, Utah 84180

Internet Homepage:

Telephone: (801) 924-6617

Fax number: (801) 924-0640

Contact: Mark Padjen

Email address: mark_padjen@eli.net

Brand/trade name: Electric Lightwave

Price: SEE ATTACHED PRICE LIST

Terms: Net 30

Effective dates: 06/02/03 to 11/12/06

Days required for delivery: Varies

Price guarantee period:

Minimum order: None

Min shipment without charges: N/A

Other conditions: POTENTIAL RENEWALS THROUGH 11/12/2007.

NOTE: EFFECTIVE DATE EXTENDED.

THIS CONTRACT COVERS ONLY THOSE ITEMS LISTED IN THE PRICE SCHEDULE. IT IS THE RESPONSIBILITY OF THE AGENCY TO ENSURE THAT OTHER ITEMS PURCHASED ARE INVOICED SEPARATELY. ALL STATE AGENCY CAPITAL OUTLAY PURCHASES OVER \$10,000.00 MUST HAVE PRIOR WRITTEN APPROVAL FROM THE DIVISION OF FINANCE. STATE AGENCIES WILL PLACE ORDERS DIRECTLY WITH THE VENDOR AND MAKE PAYMENT FOR THE SAME ON DF-50 (WARRANT REQUEST). AGENCIES WILL RETURN TO THE VENDOR ANY INVOICE WHICH REFLECTS INCORRECT PRICING.

This Statewide Contract is an AAR@ (Authorization Required) contract. Authorization is required before purchase can be made. The Authorization requirements and procedure is detailed in the attachment to the contract. Orders may be placed only after Authorization is received. This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



STATE OF UTAH CONTRACT NUMBER: **AR1579**

Aug. 16, 2005

AUTHORIZATION DAS/ITS (INFORMATION TECHNOLOGY SERVICES) ADMINISTERS STATE AGENCY PURCHASES FROM THIS CONTRACT. STATE AGENCIES (EXECUTIVE BRANCH) MUST COORDINATE THEIR PURCHASE THROUGH DAS/ITS AND MAY NOT PURCHASE DIRECTLY FROM THE CONTRACTOR.

PLEASE CONTACT BRENDA HULPHERS WITH DAS/ITS AT 538-3642 FOR ASSISTANCE. DAS/ITS WILL CHARGE STATE AGENCIES BASED ON DAS/ITS=UNIVERSAL SURCHARGE RATE PLAN. POLITICAL SUBDIVISIONS (SUCH AS HIGHER EDUCATION, PUBLIC EDUCATION, CITIES AND COUNTIES) MAY PURCHASE DIRECTLY FROM THE CONTRACTOR WITHOUT STATE INVOLVEMENT.

EXHIBIT B: PRIVATE LINE ADDENDUM
to the State of Utah Statewide Contract
State of Utah and Electric Lightwave, LLC

1. **DEFINITIONS** For the purposes of the Addendum, the following terms have the following definitions:

(a) **"Bit Error Rate" or "BER"** is the percentage of received bits in error compared to the total number of bits received.

(b) **"Emergency Maintenance"** is maintenance which if not accomplished promptly by ELI, could result in a serious degradation or loss of service to the Customer or the End User.

(c) **"On-Net" Services** is communication Service provided over ELI's fiber optic network in the form of either a circuit or a dedicated SONET system. Circuits include DS1s, DS3s, OC3s, OC12s, and OC48s. Circuits are available between Customer-designated locations, including two Customer end locations, between an ELI hub and a Customer premise, or between two ELI hubs. Each circuit is billed on a fixed monthly basis. The entire usable bandwidth for each circuit is available to Customer for its exclusive use, twenty-four hours a day, seven days a week. A dedicated synchronous optical network ("SONET") system is a physically diverse SONET ring built for the exclusive use of the Customer. A Customer equips the system by purchasing ports. All capacity on the dedicated system is for the exclusive use of the Customer. Each ring has a minimum of two nodes. This service is available only in ELI Metropolitan Access Networks (MAN).

(d) **"Planned Service Interruption"** is a Service Outage caused by scheduled maintenance, planned enhancements or upgrades to ELI's network.

(e) **"Service Outage"** when Services are unavailable to Customer because ELI's On-Net facilities or network elements failed. A Service Outage begins when ELI's Network Control Center ("NCC") and/or the Customer identify a failure and ends when ELI's NCC records and Customer agrees that Services have been restored.

2. **TECHNICAL SPECIFICATIONS** The technical specifications for On-Net Services are as follows:

Transport medium	Facility
DS-1	Digital Service, Level 1 @ 1.544 Mb/s
DS-3	Digital Service, Level 3 @ 44.736 Mb/s
OC-3	Optical Carrier, Level 3 @ 155.520 Mb/s
OC-12	Optical Carrier, Level 12 @ 622.080 Mb/s
OC-48	Optical Carrier, Level 48 @ 2,488 Mb/s

3. **SERVICE PROVISIONING INTERVAL OBJECTIVES**

Circuit Type	Provisioning Interval Objectives
On-Net DS1	15 Business Days
On-Net DS3	15 Business Days
On-Net OC3/OC12	60 Business Days
On-Net OC48 and OCn Dedicated Systems	determined specifically for each order

(a) Unless otherwise agreed by the parties, the provisioning interval objective is as set forth above. Provisioning interval tracking will begin upon completion of the order entry process. These provisioning interval objectives are not applicable to: (i) Customer ordered access circuits; (ii) installation delay attributable to Customer equipment or Customer's facility; (iii) delays caused or contributed to by acts or omissions of Customer, its employees or agents; or (iv) delays due to events of force majeure.

(b) **Credit.** In the event ELI fails to meet the provisioning interval objectives, Customer will be entitled to a delay credit in an amount equal to five percent (5%) of the monthly recurring charge ("MRC") for each business day of delay, subject to the terms of this Addendum.

4. **NETWORK AVAILABILITY OBJECTIVES**

(a) If performance is measured by Service availability, ELI guarantees availability of 99.99% for all On-Net circuits. If availability falls below 99.99% within a calendar month, Customer will be entitled to a credit as set forth below. At Customer's request, ELI will calculate Customer's network unavailability. Network unavailability is determined by the number of minutes the ELI On-Net Network was not available to Customer

(b) **Credit.** For each cumulative hour of network unavailability over 0.01%, Customer is entitled to a credit equal to 30% of the MRC for the affected circuit, subject to the terms of this Addendum.

5. **BIT ERROR RATE OBJECTIVES**

(a) ELI guarantees the following objectives during Service availability:

Service	Run Rate	Alarm Sounds at
DS1	10 ⁶	10 ⁴
DS3	10 ⁷	10 ⁵
OC3/OC12/OC48	10 ⁹	10 ⁶

(b) **Credit.** If the BER falls below the objective five (5) times within a thirty (30) calendar day period, Customer will be entitled to a credit equal to twenty percent (20%) of the MRC for the affected Service, subject to the terms of this Addendum.

6. **TROUBLE TICKET PROCEDURE FOR AN ON-NET SERVICE OUTAGE**

(a) ELI will maintain a point-of-contact for Customer to report a Service Outage to ELI twenty-four (24) hours a day, seven (7) days a week.

(b) When Customer believes that a Service Outage has occurred, Customer must contact ELI's Network Control And Management center ("NCAM") to identify the Service degradation and initiate an investigation of the cause of the Service Outage ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate ELI departments will initiate diagnostic testing and isolation activities to determine the source and severity of the degradation in Service. If there is a Service Outage, ELI and Customer will cooperate to restore Service. If the cause of a Service Outage is a failure of ELI's Equipment or facilities, ELI will be responsible for the repair. If the degradation is caused by a factor outside the control of ELI, ELI will cooperate with Customer to conduct testing and repair activities at Customer's cost and ELI's standard technician rates.

(c) A Service Outage ends when the affected line and/or associated station equipment is fully operative. If the Customer reports problem with a Services, but declines to allow ELI access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage.

(d) ELI will be responsible for performing surveillance on its major systems. However, Customer at its expense may also perform surveillance of ELI's system to the End User Premises to the terminating equipment network side of the DSX-1 cross connect frame.

(e) ELI will sectionalize faults occurring within the system localized to the Customer system elements as follows: ELI Equipment on the End User Premises; and equipment between ELI and Customer facilities.

(f) If ELI dispatches a field technician to a Customer or an End User location to perform diagnostic troubleshooting and the problem resides with the Customer's or End User's equipment or facilities, no problem is found, or the failure is due to Customer or End User acts or omissions or the acts or omissions of any part for which the Customer or End User is responsible, Customer will pay ELI for time and materials at ELI's standard technician rates.

(g) ELI will not contact the End User when a Service Outage is detected, or for any other Service related issues unless directed to do so by Customer. ELI will notify the Customer who will then contact the End User to determine the next course of action. If an End User contacts ELI for service, ELI will promptly forward the caller to Customer or establish a conference call with Customer to allow Customer to proceed with its standard support activities.

7. CREDITS

(a) In the event of a Service Outage, Customer may be entitled to a credit against the applicable Service invoice if: (i) the applicable Service is On-Net; (ii) Customer initiated a Trouble Ticket; (iii) the Service Outage was caused by a failure of ELI's Equipment, facilities or personnel; (iv) the Service Outage was extensive enough to warrant a credit based on the Service level standards set forth in the applicable Service Addendum; and (v) Customer requests the credit within ninety (90) days of the Service Outage.

(b) Credit Allowances do not apply to Service Outages caused by one or more of the following: (i) the acts or omissions of Customer, Customer's customer or representatives; (ii) failure of power; (iii) the failure or malfunction of non-ELI equipment or systems; (iv) circumstances or causes beyond the

control of ELI or its representatives; (v) a Planned Service Interruption; or (vi) Emergency Maintenance. In addition, Customer will not be issued credits for a Service Outage during any period in which ELI is not given access to the Service Premises. In the event of a Service Outage caused by 7(b)(ii), (iii), (iv), (v) or (vi) which continues for ten (10) continuous days, Customer shall have the right to terminate such Service upon notice to ELI, without early termination charges.

(c) Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of one MRC per Service, per month. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. ELI will process the credit within sixty (60) days of Customer's request.

8. **EARLY TERMINATION** If a particular Circuit experiences a Service Outage twice or more within the following thirty (30) day period after clearing the most recent Trouble Ticket for the same Circuit, Customer may, as its sole remedy, disconnect the specific Circuit without incurring termination liability, except when such Service Outage is caused or contributed to, directly or indirectly, by any act or omission of Customer, Customer's customer, affiliates, agents or representatives.

EXHIBIT B: INTERNET ACCESS & SLA ADDENDUM
to the State of Utah Statewide Contract
State of Utah and Electric Lightwave, LLC

1. SCOPE OF THE ADDENDUM This Addendum, including all attachments hereto, sets forth the supplemental terms and conditions under which ELI agrees to provide to Customer and Customer agrees to procure from ELI certain Internet Access Services as described herein.

2. DESCRIPTION OF SERVICES ELI will provide to Customer and Customer will procure from ELI certain Internet Access Service comprised of, but not limited to: Access to ELI's Internet Network, DNS, News Feed, News Reader Service, NetVista, RSVP Remote Access, RSVP+, or as more fully described on the Service Order ("Services").

3. RATES AND CHARGES Rates for Data Services will be based on the rates listed in ELI's response to RFP LW2905.

4. DOMAIN NAME SERVICE Domain Name Service ("DNS") is a corner stone capability/requirement in any use of the Internet. Domain names and DNS servers are essential to the proper function of anyone who uses or provides services via the Internet. As specified by Internet RFC's 1034 and 1035, "There must be a valid Internet Domain Name attached to any network connected to the Internet." As such, Customer must have a registered Internet Domain Name before ELI can host primary DNS for Customer's network, or provide secondary DNS for Customer's network. ELI does not, and will not, register Internet Domain Names on behalf of Customer.

(a) Internet Access Services. DNS is the responsibility of Customer and not ELI. Typically an Internet provider will install and maintain a domain name server. This is a network engineering and design issue and not a routing issue. Network routers may lookup a domain name on a DNS server to learn how to properly route data packets. Routers do not maintain domain name listings. Customer is responsible for setting up and maintaining, or arranging for, primary DNS. ELI will, if requested by Customer, provide secondary DNS. As the secondary DNS server is updated by the primary DNS server, Customer must establish its primary DNS in a working manner before ELI-provided secondary DNS Services can be activated or configured. ELI will not be liable in any way for either slow or complete loss of routing capability, lost packets, or other troubles caused by improperly deployed DNS Services by Customer or Customer's agent. Upon request of Customer, ELI will host primary DNS on behalf of Customer for no more than 90 days after circuit activation to allow Customer to transition or implement the hosting of his/her primary DNS on his/her preferred servers. ELI will provide primary DNS on a fee basis for the length of the Service Term, if agreed to in writing prior to installation of DNS Service. ELI commits to resolve all DNS modification requests, received via e-mail to hostmaster@eli.net, within two (2) business days from when the modification requests are received, for either primary or secondary DNS Services that ELI is providing for Customer. ELI does not and will not schedule changes to hosted DNS Services, but will make a best effort to meet the needs of Customer.

(b) RSVP Remote Access Services and RSVP+ Services:

(i) If ELI is not providing Primary DNS services for Customer's Internet Domain Name, ELI will delegate in-addr.arpa domain authority for Customer's DHCP pools, RSVP-specific Internet Protocol ("IP") pools, to the name server providing said services for Customer. The Customer, or the agent(s) of Customer, will be required to maintain valid forward and reverse records for the delegated in-addr.arpa domains.

(ii) If ELI is providing Primary DNS Services for Customer, ELI will host both the Primary and Secondary Services for both forward and reverse domains.

5. ROUTING ABILITY ON THE INTERNET Customer acknowledges and recognizes that the Internet is a world-wide interconnection of privately owned networks and as such, the ability to route or transmit or receive messages, data and/or files is limited to the capabilities of the various systems and the individual policies of the network owners. ELI will maintain its own network in its sole discretion, and in a fashion that will provide the

necessary bandwidth to carry Customer's contracted traffic in an efficient manner. ELI will filter non-aggregated routes at a level that is consistent with best engineering practices and enhances ELI's network stability. While ELI strives to deliver as near error free transmission and access Services as reasonably possible, it accepts no responsibility for failure of routes, connections, packet loss or router/server rejections that are beyond its control. ELI, from time to time, purchases network access from other national service providers to facilitate its own deployed backbone networks. Because the information flow and network traffic changes dynamically, ELI may find it necessary to rebalance its own backbone to provide efficient routing capabilities. These changes may impact the routing paths that a Customer's information uses to enter or exit ELI's network. For these reasons, ELI does not guarantee specific network entrance or exit points.

6. DEMONSTRATION OF A WORKING CONNECTION ELI will use the following methods to demonstrate that its Internet data network is functioning between ELI equipment and Customer's equipment, as specified. These methods will determine whether ELI has met its obligations to provide a working interconnection with ELI's routing equipment:

(a) Internet Access Services.

(i) If Customer has no terminating equipment installed at Customer's end of the circuit, Customer or ELI will provide an electrical loopback at the furthest reasonable point. ELI will transmit a properly framed signal to the loopback and will monitor the returned data for proper timing and framing. This demonstrates a functioning circuit.

(ii) If Customer installs a CSU/DSU, ELI will send a loopup command to the CSU/DSU and will perform the same tests as in 6(a)(i) above, provided the CSU/DSU responds to the loopup command.

(iii) If Customer has a working router attached to the CSU/DSU, ELI will perform the tests in 6(a)(ii), and ELI will send data grams to the router and watch for them to be echoed back without errors. If the physical link tests good and the datagrams return without error, then ELI has met its obligation for connectivity between Customers location and ELI's terminating equipment.

(b) RSVP Remote Access Services and RSVP+ Services.

(i) ELI will send a message using Customer's Dialed Number Identification Services and confirm that the call is terminated at the access server.

(ii) ELI will confirm that the radius authentication requests are being sent to the internet address and radius key specified by Customer.

(iii) ELI will confirm authentication using standard radius attributes using a user name and password provided by Customer.

7. DEMONSTRATION OF ROUTING IN ELI'S AUTONOMOUS SYSTEM ELI requires that Customer uses static routing protocol according to the specifications contained in RFC1812. BGP4 routing protocol may be used if approved by ELI's Data Engineering department in writing prior to implementation and use of the BGP4 protocol. If BGP4 is approved, Customer will be allowed to transit Customer's approved autonomous system number across ELI's network. Requests to transit any additional autonomous system numbers across ELI's network may be approved on a case by case basis and for a fee to be determined at the time of request. Customer's static routes will automatically trigger a re-distribution of any static route to BGP routing protocol. ELI will broadcast its BGP4 information to its network neighbors according to specifications contained in RFC1267. ELI will demonstrate that it is routing Customer's IP networks by providing copies of the routing table entries contained in ELI routers, if requested. Customer may request that ELI respond to route failures. If the failure is caused by Customer's network, this Customer will be charged time and materials at ELI's prevailing rates.

8. RIGHTS AND OBLIGATIONS OF CUSTOMER

(a) Customer shall, at Customer's expense, undertake all necessary preparation required to comply with ELI's installation and maintenance instructions. Customer is responsible for obtaining IP addresses prior to order completion. IP addresses may be obtained either from the ARIN at ARIN.net directly or via ELI. Clients must either complete the appropriate ARIN template located at the Internet address www.arin.net/registrars/templates/isptemplate.txt for ISP's, www.arin.net/registrars/templates/networktemplate.txt for other users, or follow the instructions located on the Internet at www.eli.net/techsupport/ipaddress.shtml. All IP address space allocated or assigned by ELI is non-portable. Renumbering IP networks is considered a part of normal network management activities. All costs associated with all such renumbering activities, whether voluntary or involuntary, are solely the responsibility of Customer. Customer's failure to obtain IP addresses prior to the installation and testing of Services does not release Customer from its obligation to accept such Services. In addition, if ELI supplies routers or other equipment to Customer as part of ELI Services ("Equipment"), Customer shall be responsible for the costs of relocation of such Equipment once installed by ELI, and shall provide to ELI and suppliers of communications lines reasonable access to Customer's premises to maintain such Equipment or to perform any acts required by this Agreement.

(b) Customer shall maintain a deliverable [hostmaster@\[Customer's Internet Domain Name\]](mailto:hostmaster@[Customer's Internet Domain Name]) mailbox, and agrees to actively review said mailbox on a regular basis.

(c) Customer shall maintain a deliverable [postmaster@\[Customer's Internet Domain Name\]](mailto:postmaster@[Customer's Internet Domain Name]) mailbox, and agrees to actively review said mailbox on a regular basis.

(d) Customer shall maintain a deliverable [abuse@\[Customer's Internet Domain Name\]](mailto:abuse@[Customer's Internet Domain Name]) mailbox and to review and respond to messages received no less frequently than once per business day.

(e) **RSVP Remote Access Services and RSVP+ Services:** Customer's use will not exceed the user-to-port ratio as set forth in each Service Order(s). In the event that Customer exceeds the user-to-port ratio set forth in the Service Order(s), Customer will pay ELI an additional \$5.00 per user for back office support, not including the help desk or \$7.50 per user for back office support including the help desk.

9. ACCEPTABLE USE POLICY

(a) This Section comprises ELI's "Acceptable Use Policy" (AUP) as of the effective date of this Addendum. As UCE and "hacking" technology and law develops at an alarming rate and is expected to continue to do so, ELI reserves the right to add, remove, or modify specific prohibitions from this Section. Customer agrees that the Services are provided subject to the on-line AUP prohibitions maintained by ELI and always available to all Customers and to the public at <http://www.eli.net/techsupport/aup.shtml>. Modifications to the on-line AUP document will supercede the prohibitions listed herein.

(b) Customer shall not, and shall not permit any third party under its control (including End Users and their authorized users [ad infinitum]) to do the following, and Customer shall include provisions in its service agreements for End Users and authorized users that restrict the following:

- (i) restrict or inhibit any other user from using and enjoying the Service and/or the Internet; or
- (ii) upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder; or
- (iii) use the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party; or
- (iv) host a publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason; or

(v) post a commercial advertisement to any USENET newsgroup, Internet "chat room", bulletin board, or similar forum, if the target forum is not specifically chartered for public advertisement by non-private parties of items "for sale"; or

(vi) post to any USENET Newsgroup or other newsgroups, forum, email mailing list or similar group or list articles which are off-topic according to the charter or other public statement of the group; or

(vii) send Unsolicited Commercial E-mail ("UCE", also known as SPAM) to any number of e-mail users or lists; or

(viii) maintain, or send e-mail to, "opt-in targeted marketing lists" if Customer cannot demonstrate, to ELI's satisfaction, that the members of the list(s) have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily-accessible, automated opt-out/removal mechanisms are in place and available to the members of the list(s); or

(ix) engage in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service attacks, server/service hijacking, etc.; or

(x) engage in any of the foregoing activities using the service of another provider, but channeling such activities through an ELI account or remailer, or using an ELI account as a mail drop for responses to UCE, or hosting a website that is advertised via UCE that originates from a non-ELI.NET-connected source, or otherwise requiring return transit through ELI's internet backbone; or

(xi) falsify or "spoof" user information provided to ELI or to other users of the Service, and for handling all complaints and trouble reports made by End Users and authorized users; or

(xii) use the Service in violation or contravention of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently use the Service in any way not specifically set forth above; or

(xiii) intentionally transfer of viruses, worms, Trojan horses or other harmful components; or

(xiv) advertise, transmit, or otherwise make available any software, program, product, or service that is designed to violate this AUP, which includes but is not limited to, the facilitating the sending of UCE.

(c) Further, if Customer is notified by ELI's Abuse Response Team, via e-mail from abuse@eli.net to Customer's [abuse@\[Customer's Internet Domain Name\]](mailto:abuse@[Customer's Internet Domain Name]) mailbox (required by Section 8(d)), or Customer discovers on their own or through any other means, that Customer or any third party under Customer's control (including End User and their authorized users [ad infinitum]) is in violation of any of the foregoing prohibitions, Customer shall take all necessary actions to stop such activity, and shall proactively prevent repeat violations by the offending entity.

(d) Customer will respond to all violations reported to Customer by the ELI Abuse Response Team within one (1) business day of notification of a violation, and shall stop the violation within two (2) business days of such notification. If a single entity is the source of multiple violation reports, Customer may provide a single response to ELI's Abuse Response Team.

(e) Following resolution of a violation, a similar violation by the same user will be considered a default of this Agreement, and ELI reserves the right to respond pursuant to Section 12.

10. EQUIPMENT OR SOFTWARE NOT PROVIDED BY ELI

(a) Except as otherwise agreed to by the parties, ELI shall not be responsible for the provision and installation of equipment or software not provided by ELI; nor shall ELI be responsible for the transmission or reception of information by equipment or software not provided by ELI.

(b) It is expressly understood that Customer shall be responsible for the use and compatibility of equipment or software not provided by ELI. In the event that Customer uses equipment or software not provided by ELI which impairs Customer's use of the Service, Customer shall nonetheless be liable for payment for the Service. Upon notice from ELI that the equipment or software not provided by ELI is causing or is likely to cause hazard, interference or Service obstruction, Customer shall eliminate the likelihood of hazard, interference or Service obstruction. At Customer's request, ELI will trouble shoot difficulties caused by equipment or software not provided by ELI. Customer shall pay ELI for these troubleshooting Services at current prevailing rates.

(c) ELI shall not be liable if changes in the Service cause Customer's equipment or hardware to become obsolete, require modification or alteration, or otherwise affect performance of equipment or hardware; however, if Customer is unable to use a Service because of the changes, Customer may terminate the impacted Service with a 30 day prior written notice, and shall not be subject to early termination charges.

(d) In the event Customer provides one or more routers to interface with the Service, the following terms apply:

(i) ELI may require that Customer provide a specific make, model and or software revision of Customer-provided router to be used as the gateway to the Service. Upon Customer's request, ELI will identify compatibility problems or concerns regarding Customer's equipment.

(ii) Customer will cooperate with ELI in setting the initial configuration for the router's interface into the Service.

11. RIGHTS AND OBLIGATIONS OF ELI; DISCLAIMER OF WARRANTIES

(a) ELI shall operate and maintain the Service. Customer shall be responsible for maintaining its own network and routers that interface with the Service. ELI shall not be responsible for cabling that connects equipment not provided by ELI to ELI Equipment or the Service. Customer may contact hostmaster@eli.net with questions.

(b) Customer agrees that ELI Equipment may not be used for unauthorized purposes. Equipment provided by ELI to Customer is owned and controlled by ELI and such equipment will be returned to ELI upon termination of this Agreement. Customer hereby grants to ELI the right to recover ELI Equipment from Customer's premises upon termination of this Agreement or any Service Order.

(c) Customer understands that Customer, End Users, and Customer's authorized users may access the Internet through the Service. Customer understands further that, except for certain products and Services specifically offered by ELI, neither ELI nor any of its affiliates operates or controls the Internet in any way, and all merchandise, information and Services offered or made available or accessible over the Internet are offered or made available or accessible by third parties who are not affiliated with ELI or its affiliates. Customer assumes total responsibility and risk for Customer's use and End Users' and authorized users' use of the Service and the Internet. Neither ELI nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or Service provided through the Internet, and neither ELI nor its affiliates shall be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely Customer's responsibility and End Users' and Customer's authorized users' responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or on the Internet generally.

(d) Customer understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people. Customer and End Users and authorized users access such materials at their own risk. ELI has no control over and accepts no responsibility whatsoever for such materials.

(e) The Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by ELI, its affiliates or its contractors or their respective employees shall create a warranty. Neither ELI nor its affiliates warrants that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses or other harmful components.

(f) If Customer is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of ELI in operating the Service, Customer's sole and exclusive remedy is to terminate the Service Order in accordance with the Master Service Agreement and discontinue using the Service.

(g) ELI has no obligation to monitor the Service. However, Customer agrees that ELI has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. As provided above, ELI will monitor the transmission of the Service. However, ELI will not monitor the content of any of the Service, including, but not limited to, any private electronic-mail messages. ELI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that are in violation of this Agreement.

(h) ELI does not guarantee sequential delivery of datagrams. Packet loss and latency are inherent in IP design. ELI will use reasonable efforts to maintain delivery of streaming media through User Datagram Protocol ("UDP").

12. FAILURE TO COMPLY WITH AGREEMENT

(a) ELI may deny Customer access to all or part of the Service, or may suspend Customer's access or refuse to post or remove any information or materials proposed to be posted by Customer or Customer's authorized users, if any conduct or activity violates any of the terms and conditions in this Agreement; provided that ELI will give Customer twenty-four (24) hours prior notice and opportunity to cure the violation prior to suspension of the Service. Notwithstanding the foregoing, in the event of an emergency ELI reserves the right to immediately suspend Service to prevent degradation of network integrity. If ELI suspends Service because of such a violation, Customer and Customer's authorized users shall have no right to access any materials or third party services, merchandise or information stored on the Internet through ELI Services, and Customer shall have no right to credit(s) related to such unavailability of Service. ELI shall not be responsible for notification of the suspension to any party other than Customer.

(b) Notwithstanding the foregoing, in the event ELI's system integrity is threatened or ELI is served with any court or governmental order requiring suspension or termination of Service, ELI may suspend or terminate Service immediately.

13. INTERNET BACKBONE SERVICE LEVEL OBJECTIVES

(a) ELI's internet backbone is comprised of interconnected routers, which are located at ELI's network hubs across the United States. The Internet backbone also includes Customer interface on the interconnected router. This Section identifies Service level objectives associated with internet backbone Services, specifically excluding ELI's RSVP remote access Services, or any future value added product enhancements.

(b) Service Provisioning Interval.

(i) ELI's objectives regarding the number of calendar or business days between ELI's receipt of a complete and accurate Service Order and installation of Internet Backbone Services are as follows:

On-Net T-1	15 Business Days
On-Net DS3	15 Business Days
Off-Net T-1	45 Calendar Days
Off-Net DS3	60 Calendar Days

(ii) The Service provisioning interval begins upon order completion into ELI's order entry system.

(iii) In the event ELI fails to deliver Internet Backbone Services within the objectives identified above, Customer may be entitled to 10% of the NRC for the affected circuit per day until the Service is installed, to a maximum of the full NRC.

(c) Network Availability.

(i) ELI guarantees ELI's Internet Backbone will be available 100% of the time. At Customer's request, ELI will calculate Customer's network unavailability during a calendar month. Network unavailability is determined by the number of minutes the ELI Internet Backbone is not available to Customer. This Network availability guarantee does not constitute a latency or throughput guarantee.

(ii) For each cumulative hour of network unavailability, Customer may be entitled to a credit for the pro-rated charges for one day of the MRC for the affected circuit.

(d) Latency.

(i) ELI guarantees monthly average roundtrip latency between backbone routers of 80 milliseconds or less. Latency shall be measured by averaging sample measurements taken during a calendar month between backbone routers. Latency between backbone routers will be measured and reported by ELI. Latency statistics are available for public access. The latency reporting website is accessible at <http://www.eli.net/technical/spyeli.shtml>.

(ii) If ELI fails to meet its latency objectives in two (2) consecutive months, Customer may be entitled to a credit (commencing with the second consecutive month which the objectives are not met) equal to the prorated charges for one day of MRC of the affected circuit for each month in which the latency objective was not met.

14. TROUBLE TICKET PROCEDURE FOR AN ON-NET SERVICE OUTAGE

(a) ELI will maintain a point-of-contact for Customer to report a Service Outage to ELI twenty-four (24) hours a day, seven (7) days a week.

(b) When Customer believes that a Service Outage has occurred, Customer must contact ELI's Network Control And Management center ("NCAM") to identify the Service degradation and initiate an investigation of the cause of the Service Outage ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate ELI departments will initiate diagnostic testing and isolation activities to determine the source and severity of the degradation in Service. If there is a Service Outage, ELI and Customer will cooperate to restore Service. If the cause of a Service Outage is a failure of ELI's Equipment or facilities, ELI will be responsible for the repair. If the degradation is caused by a factor outside the control of ELI, ELI will cooperate with Customer to conduct testing and repair activities at Customer's cost and ELI's standard technician rates.

(c) A Service Outage ends when the affected line and/or associated station equipment is fully operative. If the Customer reports problem with a Services,

but declines to allow ELI access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage.

(d) ELI will be responsible for performing surveillance on its major systems. However, Customer at its expense may also perform surveillance of ELI's system to the End User Premises to the terminating equipment network side of the DSX-1 cross connect frame.

(e) ELI will sectionalize faults occurring within the system localized to the Customer system elements as follows: ELI Equipment on the End User Premises; and equipment between ELI and Customer facilities.

(f) If ELI dispatches a field technician to a Customer or an End User location to perform diagnostic troubleshooting and the problem resides with the Customer's or End User's equipment or facilities, no problem is found, or the failure is due to Customer or End User acts or omissions or the acts or omissions of any part for which the Customer or End User is responsible, Customer will pay ELI for time and materials at ELI's standard technician rates.

(g) ELI will not contact the End User when a Service Outage is detected, or for any other Service related issues unless directed to do so by Customer. ELI will notify the Customer who will then contact the End User to determine the next course of action. If an End User contacts ELI for service, ELI will promptly forward the caller to Customer or establish a conference call with Customer to allow Customer to proceed with its standard support activities.

15. CREDITS

(a) In the event of a Service Outage, Customer may be entitled to a credit against the applicable Service invoice if: (i) the applicable Service is On-Net; (ii) Customer initiated a Trouble Ticket; (iii) the Service Outage was caused by a failure of ELI's Equipment, facilities or personnel; (iv) the Service Outage was extensive enough to warrant a credit based on the Service level standards set forth in the applicable Service Addendum; and (v) Customer requests the credit within ninety (90) days of the Service Outage.

(b) Credit Allowances do not apply to Service Outages caused by one or more of the following: (i) the acts or omissions of Customer, Customer's customer or representatives; (ii) failure of power; (iii) the failure or malfunction of non-ELI equipment or systems; (iv) circumstances or causes beyond the control of ELI or its representatives; (v) a Planned Service Interruption; or (vi) Emergency Maintenance. In addition, Customer will not be issued credits for a Service Outage during any period in which ELI is not given access to the Service Premises. In the event of a Service Outage caused by 15(b)(ii), (iii), (iv), (v) or (vi) which continues for ten (10) continuous days, Customer shall have the right to terminate such Service upon notice to ELI, without early termination charges.

(c) Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of one MRC per Service, per month. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. ELI will process the credit within sixty (60) days of Customer's request.

EXHIBIT B: INTEGRATED ACCESS SERVICE ADDENDUM
to the State of Utah Statewide Contract
State of Utah and Electric Lightwave, LLC

A. For Frame Relay Services provided by ELI ("Services") the parties further agree:

1. Service Provisioning Interval

- (a) ELI's objectives regarding the number of calendar or business days between ELI's receipt of a complete and accurate Service Order and activation of Frame Relay Service are as follows:

New UNI	
On-Net	15 Business Days
Off-Net	15 Business Days + Off-Net provider interval

Port Changes	
if provisioning changes are not required for local access circuit	15 calendar days
if provisioning changes are required for local access circuit	See New UNI intervals

PVC Changes	15 business days + any Off-Net provider interval
--------------------	--------------------------------------------------

- (b) The Service provisioning interval begins upon order completion into ELI's order entry system.
- (c) In the event ELI fails to deliver Frame Relay Services within the objectives identified above, Customer may be entitled to 10% of the NRC for the affected circuit per day until the Service is installed, to a maximum of the full NRC.

2. Service Availability

- (a) ELI's objective is to provide access to Frame Relay Service 99.9% of the time. Availability measurements will be an average of actual circuit availability as a percent of total potential availability as measured on a monthly basis per End User. Service availability is measured from switch to switch, measured within a calendar month interval.
- (b) If availability falls below 99.9%, Customer may be eligible for a credit of up to one (1) day pro-rated MRC for each day these availability objectives are not met.

3. Frame Delivery Rate

- (a) Frame delivery measurements will be determined monthly, per PVC, by calculating the total number of packets accepted by the network from a given PVC divided by the sum of all packets delivered on that PVC. ELI's ability to support FDR performance statistics is dependent upon Customer's use of ELI's web-based Network monitoring tool. Customer waives the FDR performance objectives if Customer elects not to implement ELI's web-based Network monitoring tool. ELI's objective is to provide 99.99% FDR between any ELI Frame Relay switch ports for all packets within the specified CIR within a calendar month.
- (b) Customer shall be credited one (1) day's pro-rated MRC for each calendar day that the respective circuit does not meet FDR objectives. Notwithstanding, Customer is not eligible for credits if the End-Users logical ports are not located in the United States.

4. Network Transit Delay ("NTD")

- (a) ELI's objective for Frame Relay Services for a maximum end-to-end one way NTD is 125 milliseconds or less, based upon a sixty-four (64) byte packet. NTD will be measured from the transmission of the last bit packet from the originating logical port until the first bit packet is received by the destination logical port. This NTD objective is: (i) exclusive of network propagation delay (i.e. the propagation of light); (ii) suspended during periods in which a major network component (i.e. backbone link, or network switch) is not functioning and/or the network is in an emergency route situation; and (iii) not applicable to lapses in Service associated with new installation (i.e. prior to Customer Acceptance of circuit).
- (b) If ELI fails to meet this objective, Customer may be entitled to a credit of up to 10% of the respective PVC circuit's MRC if the NTD delay is a result of network congestion based upon a mutually agreed upon measuring tool between Customer and ELI.

B. For Local Telephone Services to be provided hereunder ("Services"), the parties further agree:

1. E-911 Services

- (a) Customer will provide (and update as necessary) ELI with accurate information related to E-911 Service, including, but not limited to: location of individual telephone stations and a description of Customer's facilities, equipment and software for the Services. Based upon the information supplied by Customer, ELI will provide the Services and advise the appropriate agencies as required.
- (b) Customer will indemnify and hold ELI, its affiliates, directors, officers, employees and agents from and against all claims, demands, actions, causes of action, damages, liabilities, losses and expenses (including reasonable attorneys fees) incurred as a result of any act or omission, representation or statement by Customer, its affiliates, directors, officers, employees or agents related to E-911 Services.
- (c) If ELI provides Foreign Exchange Service and the NXX is outside of the Customer's serving rate center, ELI does not guarantee the number information will be accurately displayed or routed for the purposes of E-911 calls. In such an event, Customer is responsible to secure E-911 coverage to its rate center.

2. Local Number Portability

If Customer disconnects or terminates service from ELI, and Customer's geographic location remains in the same rate center, and Customer wants to continue using current telephone numbers, ELI will determine the method (LNP, LERG re-assignment, or pooling) used to transfer the numbers to Customer's designated service provider. If Customer does not allow ELI to choose the method of transferring numbers, then Customer will pay all associated porting costs.

3. Third Party Charges

ELI maintains the right to bill for Third Party Charges. These could include, but not be limited to, long distance carrier charges, leased transport charges, 900 and 976 charges, technician time, charges to supplement an order, other related charges due to the Customer and/or Customer's vendor not being ready at the scheduled time, or cancellation of the Service Order.

4. Network Availability

- (a) ELI guarantees access to ELI's On-Net Network will be available a minimum of 99.99% within a thirty (30) day calendar period. Network Availability is determined by the number of minutes that the Network is available to Customer. Unavailability will be measured from the time a Trouble Ticket is opened with the ELI Network Control and Maintenance Center ("NCAM") and ends when the affected circuit(s) are fixed and the trouble ticket is cleared.
- (b) If network availability objectives are not met, Customer will receive credit of one (1) day of prorated MRC for each day Customer experiences network unavailability, subject to the following conditions.

C. Trouble Ticket Procedure for an On-Net Service Outage

- 1. ELI will maintain a point-of-contact for Customer to report a Service Outage to ELI twenty-four (24) hours a day, seven (7) days a week.
- 2. When Customer believes that a Service Outage has occurred, Customer must contact ELI's Network Control And Management center ("NCAM") to identify the Service degradation and initiate an investigation of the cause of the Service Outage ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate ELI departments will initiate diagnostic testing and isolation activities to determine the source and severity of the degradation in Service. If there is a Service Outage, ELI and Customer will cooperate to restore Service. If the cause of a Service Outage is a failure of ELI's Equipment or facilities, ELI will be responsible for the repair. If the degradation is caused by a factor outside the control of ELI, ELI will cooperate with Customer to conduct testing and repair activities at Customer's cost and ELI's standard technician rates.
- 3. A Service Outage ends when the affected line and/or associated station equipment is fully operative. If the Customer reports problem with a Service, but declines to allow ELI access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage.
- 4. ELI will be responsible for performing surveillance on its major systems. However, Customer at its expense may also perform surveillance of ELI's system to the End User Premises to the terminating equipment network side of the DSX-1 cross connect frame.
- 5. If ELI dispatches a field technician to a Customer or an End User location to perform diagnostic troubleshooting and the problem resides with the Customer's or End User's equipment or facilities, no problem is found, or the failure is due to Customer or End User acts or omissions or the acts or omissions of any part for which the Customer or End User is responsible, Customer will pay ELI for time and materials at ELI's standard technician rates.

6. ELI will not contact the End User when a Service Outage is detected, or for any other Service related issues unless directed to do so by Customer. ELI will notify the Customer who will then contact the End User to determine the next course of action. If an End User contacts ELI for service, ELI will promptly forward the caller to Customer or establish a conference call with Customer to allow Customer to proceed with its standard support activities.

D. CREDITS

1. In the event of a Service Outage, Customer may be entitled to a credit against the applicable Service invoice if: (i) the applicable Service is On-Net; (ii) Customer initiated a Trouble Ticket; (iii) the Service Outage was caused by a failure of ELI's Equipment, facilities or personnel; (iv) the Service Outage was extensive enough to warrant a credit based on the Service level standards set forth in the applicable Service Addendum; and (v) Customer requests the credit within ninety (90) days of the Service Outage.
2. Credit Allowances do not apply to Service Outages caused by one or more of the following: (i) the acts or omissions of Customer, Customer's customer or representatives; (ii) failure of power; (iii) the failure or malfunction of non-ELI equipment or systems; (iv) circumstances or causes beyond the control of ELI or its representatives; (v) a Planned Service Interruption; or (vi) Emergency Maintenance. In addition, Customer will not be issued credits for a Service Outage during any period in which ELI is not given access to the Service Premises. In the event of a Service Outage caused by (ii), (iii), (iv), (v) or (vi) above which continues for ten (10) continuous days, Customer shall have the right to terminate such Service upon notice to ELI, without early termination charges.
3. Notwithstanding anything otherwise stated, all credit allowances will be limited to maximum of one MRC per Service, per month and Customer will not be entitled to credits pursuant to Sections A(2) and A(4) simultaneously. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. ELI will process the credit within sixty (60) days of Customer's request.

STATE OF UTAH CONTRACT NUMBER AR-1579
Electric Lightwave, Inc. (ELI) Integrated Access Device (IAD)

ELI Contacts:
 Mark Padjen
 801-924-6617
mark_padjen@eli.net

Ken Abel
 801-924-6664
ken_abel@eli.net

What is IAD Service?

ELI IAD service is a bundled T-1 solution that combines voice (local and long distance), internet and frame relay on a T-1 platform. The local telephone service voice can be delivered as analog lines, digital lines, analog or digital trunks. ELI can also provide dedicated long distance trunks to the existing carrier or to ELI's long distance solution. ELI can provide customer premise equipment (CPE) to deliver analog service compatible with the Customer's existing equipment or the Customer can provide their own equipment.

IAD Internet service can be delivered on a T-1 interface or on an ethernet interface (supplied by ELI's customer premise equipment). IAD Frame Relay service will be delivered on a T-1 interface.

**IAD (Custom T-1) Pricing
 Electric Lightwave Inc.**

Bundled T-1 Services Price Schedule

LINES			PRICING		MRC= Monthly Recurring Charge NRC= Installation Charge
			MRC	NRC	
Basic Business (Analog - 2 Wire - Loop or Gnd)			\$25	\$0	
PBX Interface (Digital T1 Interface)			\$29	\$0	
TRUNKS			MRC	NRC	
Analog (2 Wire - Loop, Gnd, or Wink)			\$48	\$0	
Digital (T1 Interface)			\$30	\$0	
INTERNET ACCESS			MRC	NRC	
Fractional T1			\$75	\$0	
64K / 128K			\$150	\$0	
128K / 256K			\$225	\$0	
128K / 384K			\$300	\$0	
256K / 512K			\$475	\$0	
512K / 768K			\$475	\$0	
512K / 1024K			\$475	\$0	
512K / 1280K			\$475	\$0	
FRAME RELAY					
PORT	CIR	NRC	PORT	PVC	
128K	64K	\$0	\$94	\$5	
256K	128K	\$0	\$136	\$11	
384K	128K	\$0	\$196	\$11	
512K	256K	\$0	\$238	\$17	
768K	384K	\$0	\$281	\$23	

STATE OF UTAH CONTRACT NUMBER AR-1579
Electric Lightwave, Inc. (ELI) Integrated Access Device (IAD)

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What is IAD Service?

ELI IAD service is a bundled T-1 solution that combines voice (local and long distance), internet and frame relay on a T-1 platform. The local telephone service voice can be delivered as analog lines, digital lines, analog or digital trunks. ELI can also provide dedicated long distance trunks to the existing carrier or to ELI's long distance solution. ELI can provide customer premise equipment (CPE) to deliver analog service compatible with the Customer's existing equipment or the Customer can provide their own equipment.

IAD Internet service can be delivered on a T-1 interface or on an ethernet interface (supplied by ELI's customer premise equipment). IAD Frame Relay service will be delivered on a T-1 interface.

**IAD (Custom T-1) Pricing
 Electric Lightwave Inc.**

Additional Bundled T-1 Services Price Schedule

LINES			PRICING		MRC= Monthly Recurring Charge
			MRC	NRC	
Caller ID			\$5.25	\$0	
TRUNKS			MRC	NRC	
Calling Number Delivery (ANI)			\$5.25	\$0	
WEB.HOSTING			MRC	NRC	
Package	Disk Space	Mailboxes - 50 MB			
WebLite	10 MB	5	\$13.99	\$100	
Bronze	100 MB	10	\$22.50	\$100	
Gold	250 MB	40	\$55.00	\$100	
EMAIL ONLY			MRC	NRC	
	Mailboxes	Capacity			
Add Box \$3.00 Ea.	3	50 MB	\$9.00	\$100	
Add Box \$2.50 Ea.	10	50 MB	\$25.00	\$100	
Add Box \$2.25 Ea.	25	50 MB	\$56.25	\$100	
Add Box \$2.25 Ea.	50	50 MB	\$100.00	\$100	
Add Box \$2.00 Ea.	100	50 MB	\$200.00	\$100	
Add Box \$1.50 Ea.	3	5 MB	\$4.00	\$0	

IAD Coverage Area and Guidelines

IAD service is provided, in general terms, along the Wasatch Front - from Brigham City on the North to Santaquin on the South and includes Park City and Logan. IAD service requires a minimum of 4 voice circuits. IAD service is set up geographically by serving area and requires a minimum amount of total business to be eligible. The total amount of monthly charges of the service provided on the IAD is used to calculate the grand total. All voice (local and long distance), internet (bandwidth, email and web hosting), and frame relay services apply and are used to calculate the total. **All IAD services are covered by ELI's IAD Service Level Addendum and Internet Addendum (if applicable).**

The Chart below shows the geographic serving areas and the minimum amount of total monthly service required for IAD service to be eligible. Three (3) minimums are shown for three possible delivery methods. The first (lowest) minimum (Column A) is established for an application where the end-user provides their own equipment. The second minimum (Column B) is established for an application where the end-user requires analog line service only or analog line service with Internet service delivered on an ethernet hand-off. With this application, ELI provides equipment at the customer's premise to deliver the service as needed by the end-user. The third or highest minimum (Column C) is established for an application where the end-user requires a T-1 delivery method for local voice service, Internet or Frame Relay service and is combined with other ELI service. **ELI recommends contacting the ELI contacts listed above for more detailed questions or information.**

IAD (Custom T-1) Pricing Minimums Electric Lightwave Inc.				
		A	C	B
		End-user provides equipment NO ELI EQUIPMENT AT END USER SITE	T-1 delivery PLUS other ELI services combined on IAD platform ELI EQUIPMENT IS PROVIDED AT END USER LOCATION	Analog Service can be combined with Internet delivered on ethernet hand-off ELI EQUIPMENT IS PROVIDED AT END USER LOCATION
Serving Area	TYPICAL Serving Area Area Code/Prefix	Minimum Monthly Total	Minimum Monthly Total	Minimum Monthly Total
American Fork	801-763	\$375	\$450	\$400
Bountiful	801-292	\$375	\$425	\$400
Brigham City	435-723	\$575	\$650	\$600
Clearfield	801-525	\$375	\$425	\$400
Cottonwood	801-453	\$475	\$525	\$500
Draper	801-576	\$375	\$425	\$400
Farmington	801-451	\$550	\$600	\$575
Holladay	801-272	\$450	\$500	\$475
Kaysville	801-546	\$525	\$575	\$550
Kearns	801-967	\$450	\$500	\$475
Layton	801-771	\$425	\$500	\$450
Lehi	801-768	\$425	\$500	\$450
Magna	801-250	\$475	\$525	\$500
Midvale	801-567	\$375	\$425	\$400
Murray	801-261	\$375	\$425	\$400
North Salt Lake	801-936	\$375	\$425	\$400
Ogden Main	801-626	\$375	\$425	\$400
Ogden North	801-737	\$475	\$525	\$500
Ogden South	801-475	\$475	\$525	\$500
Ogden West	801-731	\$475	\$525	\$500
Orem	801-225	\$375	\$425	\$400
Park City	435-647	\$550	\$625	\$575
Payson	801-465	\$525	\$600	\$550

***CONTINUED FROM PREVIOUS PAGE**

Pleasant Grove	801-785	\$425	\$500	\$450
Provo	801-373	\$375	\$425	\$400
Riverton	801-254	\$500	\$550	\$525
Roy	801-774	\$375	\$425	\$400
Salt Lake East	801-582	\$375	\$425	\$400
Salt Lake Main	801-321	\$375	\$425	\$400
Salt Lake South	801-484	\$375	\$425	\$400
Salt Lake West	801-972	\$375	\$425	\$400
Salem	801-423	\$475	\$550	\$500
Santaquin	801-754	\$550	\$625	\$575
Spanish Fork	801-798	\$475	\$525	\$500
Springville	801-489	\$475	\$525	\$500
West Jordan	801-260	\$475	\$525	\$500
*Logan	435-206	\$675	N/A	N/A

***ELI currently does not provide equipment for service in Logan**

STATE OF UTAH CONTRACT NUMBER AR-1579

Electric Lightwave, Inc. (ELI) VOICE SERVICES

ELI Contacts:

Mark Padjen

801-924-6617

mark_padjen@eli.net

Ken Abel

801-924-6664

ken_abel@eli.net

ELI Voice Services

Electric Lightwave Inc. (ELI) can provide a variety of digital voice services. The pricing shown in this section is valid for either two-way digital DID trunks or ISDN-PRI. The pricing is for a dedicated T-1 of service (24 two-way digital trunks for DID service or 23B+D or 24B for ISDN service). **THE PRICING INCLUDES THE LOCAL LOOP T-1 TO THE CUSTOMER LOCATION.** ELI provides this service along the Wasatch Front (from Brigham City on the North to Santaquin on the South and includes Logan and Park City. The pricing is set up by geographic or service area. Examples are provided for assistance. ELI will port existing telephone numbers as per the following pricing. Please see chart below for pricing information. **All voice services are covered by ELI's LTS Addendum**

TWO-WAY DIGITAL TRUNKS (FULL T-1) OR VOICE AND DATA ISDN-PRI	
Monthly Charges (T-1 of Trunks or PRI)	\$600.00
Installation	\$0.00
2B Channel Transfer (Option for ISDN only)	\$100.00 a month
DID number charges	\$.15 cents a month per DID number
LNP/Install Charges for DID numbers	300 DID's at no charge, \$1 per DID
LNP= local number portability	for number ranges above 300
Hunting	Included
Call-by-call services	Included
Long Distance Charges (PIC Charges per T-1 or PRI to deliver Long Distance service to IXC other than ELI)	\$27.00 per T-1 or PRI

The chart below shows the service areas and any price adjustments based on the service area.

Serving Area	Typical Area Code/Prefix	Monthly Charge
American Fork	801/763	\$600
Bountiful	801/292	\$600
Brigham City	435/723	\$800
Clearfield	801/525	\$600
Cottonwood	801/453	\$600
Draper	801/576	\$600
Farmington	801/451	\$600
Holladay	801/272	\$600
Kaysville	801/546	\$600
Kearns	801/967	\$600
Layton	801/771	\$600
Lehi	801/768	\$600
Logan	435/206	\$750
Magna	801/250	\$600

Midvale	801/567	\$600
Murray	801/261	\$600
North Salt Lake	801/936	\$600
Ogden	801/626	\$600
Ogden North	801/737	\$600
Ogden South	801/475	\$600
Ogden West	801/731	\$600
Orem	801/225	\$600
Park City	435/647	\$750
Payson	801/465	\$750
Pleasant Grove	801/785	\$600
Provo	801/373	\$600
Riverton	801/254	\$600
Roy	801/774	\$600
Salt Lake Main	801/321	\$600
Salt Lake South	801/484	\$600
Salt Lake East	801/584	\$600
Salt Lake West	801/972	\$600
Salem	801/423	\$600
Santaquin	801/754	\$775
Spanish Fork	801/798	\$600
Springville	801/489	\$600
West Jordan	801/282	\$600

STATE OF UTAH CONTRACT NUMBER AR-1579
Electric Lightwave, Inc. (ELI) LEASED LINES TO THE INTERNET

ELI Contacts:
Mark Padjen
801-924-6617
mark_padjen@eli.net

Ken Abel
801-924-6664
ken_abel@eli.net

ELI Leased Lines to the Internet

Electric Lightwave Inc. (ELI) offers a variety of leased line services to the internet ranging from fractional T-1 to OC-3 to Gigabit Ethernet. Fractional T-1 Internet service is typically delivered via ELI's IAD/CustomT platform because of cost effectiveness. ELI has provided fractional T-1 Internet pricing delivered via the IAD/CustomT platform in this section. Dedicated T-1 Internet Pricing is formatted in the same way as ELI's IAD and Voice Services pricing. ELI is providing this service via geographic or serving area. **THE PRICING INCLUDES THE LOCAL LOOP T-1 TO THE CUSTOMER LOCATION.** IP addressing is provided at no charge. Primary and Secondary DNS are provided at no charge, if desired by the Customer. **All ELI Internet services are covered by ELI's Internet Addendum & Service Level Agreement.** Please see following Chart for Dedicated T-1 Internet Pricing provided by ELI. Bandwidths larger than T-1 follow the chart.

Serving Area	Typical Area Code/Prefix	Monthly Charge
American Fork	801/763	\$600 a mo.
Bountiful	801/292	\$600 a mo.
Brigham City	435/723	\$800 a mo.
Clearfield	801/525	\$600 a mo.
Cottonwood	801/453	\$700 a mo.
Draper	801/576	\$600 a mo.
Farmington	801/451	\$775 a mo.
Holladay	801/272	\$675 a mo.
Kaysville	801/546	\$750 a mo.
Kearns	801/967	\$675 a mo.
Layton	801/771	\$650 a mo.
Lehi	801/768	\$650 a mo.
Logan	435/206	\$750 a mo.
Magna	801/250	\$700 a mo.
Midvale	801/567	\$600 a mo.
Murray	801/261	\$600 a mo.
North Salt Lake	801/936	\$600 a mo.
Ogden	801/626	\$600 a mo.
Ogden North	801/737	\$700 a mo.
Ogden South	801/475	\$700 a mo.
Ogden West	801/731	\$700 a mo.
Orem	801/225	\$600 a mo.
Park City	435/647	\$750 a mo.
Payson	801/465	\$750 a mo.
Pleasant Grove	801/785	\$650 a mo.
Provo	801/373	\$600 a mo.
Riverton	801/254	\$750 a mo.

Roy	801/774	\$600 a mo.
Salt Lake Main	801/321	\$600 a mo.
Salt Lake South	801/484	\$600 a mo.
Salt Lake East	801/584	\$600 a mo.
Salt Lake West	801/972	\$600 a mo.
Salem	801/423	\$750 a mo.
Santaquin	801/754	\$775 a mo.
Spanish Fork	801/798	\$700 a mo.
Springville	801/489	\$700 a mo.
West Jordan	801/282	\$700 a mo.

For bandwidths larger than T-1, ELI provides several options starting with balanced 3.1mb Internet delivered via two T-1 local loops. Two dedicated T-1's (or more) are provided and are load balanced. Customer must connect the T-1's to the same router for load balancing to operate. ELI will provide a managed router for either the dedicated T-1 Internet or the balanced 3.1mb service, if desired by the customer.

Other options (for bandwidths larger than T-1) are capped, burstable or dedicated DS3, burstable or dedicated ethernet, capped, burstable or dedicated fast ethernet, capped burstable or dedicated OC-3 and capped, burstable or dedicated gigabit ethernet. ELI's pricing for any of these options is the same and is based on a per mb cost. For burstable service, the customer pays for only the bandwidth that is utilized (in the billing period). ELI bills usage service on the 95th percentile.

The following pricing is for internet bandwidth only. **You will need to contact the ELI representatives for local loop pricing for ethernet, fast ethernet, DS3, OC-3 or gigabit ethernet services.**

Listed below is the per mb pricing.

**ELECTRIC LIGHTWAVE INC.
PER MB PRICING**

Term of Agreement	1 year	2 year	3 year
Monthly Charge per MB	\$225 per mb	\$200 per mb	\$175 per mb

DS3-OC-3 Local Access Loops

ELI DS3 or OC-3 Local Access Loops **not to exceed the following pricing** for the following specific State of Utah Locations.

DS3 Location	Monthly Access Charge
State Office Building	\$ 1,400.00
Richfield Data Center	\$ 1,400.00
Ogden Regional Center	\$ 1,400.00
Provo Regional Center	\$ 1,400.00
Calvin Rampton Complex	\$ 3,532.00

OC-3 Location	Monthly Access Charge
State Office Building	\$ 4,599.00
Richfield Data Center	\$ 4,599.00
Ogden Regional Center	\$ 4,599.00
Provo Regional Center	\$ 4,599.00
Calvin Rampton Complex	\$ 4,599.00

STATE OF UTAH CONTRACT NUMBER AR-1579
Electric Lightwave, Inc. (ELI) LEASED LINES

ELI Contacts:
Mark Padjen
801-924-6617
mark_padjen@eli.net

Ken Abel
801-924-6664
ken_abel@eli.net

What are Leased Lines?

ELI's leased line service provides a variety of services from a customer location to another site or facility within a Local Access and Transport Area (LATA). The entire State of Utah is considered one LATA. All connections are full duplex and range from speeds of 1.544 Mbps (T-1 or DS1) to 9.9 Gbps (OC-192). With ELI's leased line service you can install a point to point connection to another business or location, a long distance provider, a disaster recovery site or an Internet Service Provider to name a few applications.

All of ELI's leased line services are covered by ELI's Private Line Addendum and Service Level Agreement.

Listed Below is brief explanation of the Leased Line Services ELI can provide.

Description	Speed	Applications and Configurations
T-1 or DS1	1.544 mbps	*Connect to another business, location, LD provider, Carrier, Provider or ISP *Full Bandwidth 1.544 mbps
T3 or DS3	44.736 mbps	*Connect to another business, location, LD provider, Carrier, Provider or ISP *Can be delivered at full 44.736 mbps or multiplexed/muxed to individual T-1 or DS1 levels of 1.544 mbps
100 Mbps SONET Transport Service with Fast Ethernet or 100BaseT Customer Interface	100 mbps	*Connect to another business, location, LD provider, Carrier, Provider or ISP *Can be delivered at 100 mbps on Fast Ethernet/100BaseT handoff to Customer
OC-3	155 mbps	*Connect to another business, location, LD provider, Carrier, Provider or ISP *Can be delivered at full 155 mbps or multiplexed into individual DS3's (44.736 mbps) or DS1's (1.544 mbps)
300 Mbps SONET Transport Service with Gigabit Ethernet Customer Interface	300 mbps	*Connect to another business, location, LD provider, Carrier, Provider or ISP *Can be delivered at 300 mbps on Gigabit Ethernet Customer Interface
600 Mbps SONET Transport Service with Gigabit Ethernet Customer Interface	600 mbps	*Connect to another business, location, LD provider, Carrier, Provider or ISP *Can be delivered at 600 mbps on Gigabit Ethernet Customer Interface
OC-12	622 mbps	*Connect to another business, location, LD provider, Carrier, Provider or ISP *Can be delivered at full 622 mbps or multiplexed into individual OC-3's (155 mbps) or DS3's (44.736 mbps) or DS1's (1.544 mbps)

1000 Mbps SONET Transport Service with Gigabit Ethernet Customer Interface	1000 mbps or 1 Gigabit	*Connect to another business, location, LD provider, Carrier, Provider or ISP *Can be delivered at 1000 mbps on Gigabit Ethernet Customer Interface
OC-48	2.5 Gbps	*Connect to another business, location, LD provider, Carrier, Provider or ISP *Can be delivered at full 2.5 Gbps or multiplexed into individual OC-12's (622 mbps) or OC-3's (155 mbps) or DS3's (44.736 mbps) or DS1's (1.544 mbps)
OC-192	9.9 Gbps	*Connect to another business, location, LD provider, Carrier, Provider or ISP *Can be delivered at full 9.9 Gbps or multiplexed into individual OC-48's (2.5 Gbps) or OC-12's (622 mbps) or OC-3's (155 mbps) or DS3's (44.736 mbps) or DS1's (1.544 mbps)

ELI Pricing

Because the State of Utah is a vast area serviced by multiple service providers and the fact that ELI is constantly upgrading and expanding our network, **ELI recommends contacting us for pricing applications to insure the most competitive rate available from ELI.**

Standard Contract Terms and Conditions (Revised)
State of Utah, Statewide Contracts
(Request for Proposals)

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The VendorContractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the VendorContractor for costs authorized by this contract. These records will be retained by the VendorContractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
- 5. AUDIT OF RECORDS:** The VendorContractor agrees to allow the STATE and Federal auditors, and STATE agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. CONFLICT OF INTEREST:** VendorContractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT VENDOR:** VendorCONTRACTOR will be an independent VendorContractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the VendorContractor by the STATE. The VendorContractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the VendorContractor.
- 8. HOLD HARMLESS:** The VendorContractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the VendorContractor, his employees or subcontractors or volunteers.
- 9. EQUAL OPPORTUNITY CLAUSE:** The VendorContractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the VendorContractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of an authorized representative the State Director of each party Purchasing.
- 12. DEBARMENT:** The VendorContractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the VendorContractor cannot certify this statement, attach a written explanation for review by the STATE.
- 13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this proposal may be canceled without cause by the STATE upon 60 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. Cancellation of the contract due to VendorContractor default may be immediate.
- 14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The STATE's ~~State of Utah's~~ sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The

~~STATE's~~State of Utah's Federal excise exemption number is 87-780019K.

15. WARRANTY: This term does not apply to the services provided under this contract. ~~The warranties in Attachment B will apply to the services.~~**WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the STATE has relied on the Contractor's skill or judgement to consider when it advised the STATE about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the STATE has not been warned. Remedies available to the STATE include the following: The Contractor will repair or replace (at no charge to the STATE) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the ~~STATE~~State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The ~~Vendor~~Contractor agrees to provide services ~~to supply~~ the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: This term does not apply to the services provided under this contract. ~~DELIVERY:~~ The prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered will be shipped without charge.

20. REPORTS: The ~~Vendor~~Contractor will submit quarterly reports to the ~~STATE~~State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: ~~Vendor is not offering~~~~Offeror may quote~~ a prompt payment discount ~~at this based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.~~

22. FIRM PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the ~~STATE~~State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in Vendor's standard pricing in the market. The pricing will apply for service orders submitted after notification of such decrease, ~~or allowable discount.~~

24. ORDERING AND INVOICING: Orders will be placed by the ~~STATE~~Entity ~~using agencies~~ directly with the ~~Vendor~~ServicesContractor. All orders will be installed in a timely manner and shipped promptly in accordance with the date Vendor identifies as the installation date for a particular Service. ~~delivery guarantee.~~ The ~~Vendor~~Contractor will then promptly submit invoices to the ~~STATE~~Entity ~~ordering agency.~~ The STATE contract number and the ~~STATE~~agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the servicecontract order. The prices paid by the STATE will be those prices as identified in Vendor's response to RFP #LW2905 dated May 7, 2002, on file with the Division of Purchasing. The STATE has the right to adjust any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the ~~Vendor~~Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a ~~STATE~~State of Utah (or political subdivision) "Purchasing Card." All payments to the ~~Vendor~~Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

27. PROPOSAL PREPARATION COSTS: The STATE is not liable for any costs incurred by the Vendor~~offeror~~ in proposal preparation.

28. INSPECTIONS: Services~~Goods~~ furnished under this contract will be subject to inspection and test by the STATE~~Buyer~~ at times and places determined by the STATE~~Buyer~~. If the STATE~~Buyer~~ finds services~~goods~~ furnished to be incomplete or not in compliance with proposal specifications, the STATE~~Buyer~~ may reject the services~~goods~~ and require Vendor~~Contractor~~ to either correct them without charge, or deliver them at a reduced price which is equitable under the circumstances. If Vendor~~Contractor~~ is unable or refuses to correct such services~~goods~~ within a time deemed reasonable by the STATE~~Buyer~~, the STATE~~Buyer~~ may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the STATE's~~Buyer's~~ rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Vendor~~Contractor~~ will release, indemnify and hold the STATE~~Buyer~~, its officers, agents and employees harmless from liability of any kind or nature, ~~including the extent related to the Vendor's~~~~Contractor's~~ use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Vendor~~Contractor~~ will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the STATE~~State~~ Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the STATE to declare Vendor~~Contractor~~ in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default providing a period in which Vendor~~Contractor~~ will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Vendor's~~Contractor's~~ liability for liquidated or other damages. If the default remains, after Vendor~~Contractor~~ has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. ~~Impose liquidated damages;~~ 4. Suspend Vendor~~Contractor~~ from receiving future proposal solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate the impacted service or this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Vendor~~Contractor~~ will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the proposal, the Vendor~~offeror~~ certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.

35. PUBLIC INFORMATION: Vendor~~Contractor~~ agrees that the contract will be a public document, as far as distribution of copies, and Vendor~~Contractor~~ gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

37. LOCAL WAREHOUSE AND DISTRIBUTION: ~~This term does not apply to the services provided under this contract. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.~~

Revision date: 5/15/2003~~3/14/2002~~



STATE OF UTAH CONTRACT NUMBER: **AR1579**

Aug. 16, 2005

FINET CODES:

91579000000:	TELECOMMUNICATION SERVICES (NOT OTHERWISE CLASSIFIED)
92002000000:	ACCESS SERVICES, DATA
92037000000:	NETWORKING SERVICES